

## WARRANTY DEED

THIS INDENTURE, made and entered into as of the **20th day of September, 2005**, by and between **Emmett G. Johnson, Jr. (a married person)**, party of the first part, and **Markeyshia Weaver (A MARRIED PERSON)**, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **DeSoto**, State of **Mississippi**:

Lot 105, Magnolia Estates Subdivision, Section D, located in Section 35, Township 1 South, Range 6 West, as recorded in Plat Book 36, Page 29, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the party of the first part by Warranty Deed of record at Instrument Number 313/442 in the Register's Office of **DeSoto County, Mississippi**.

Title to the aforescribed real property is vested in Emmett G. Johnson, Jr. Leslie Johnson, wife of Emmett G. Johnson, Jr., joins herein in order to waive and to convey all rights, claims and interests which she now has by virtue of her marriage, but does not join in the covenants and warranties of this indenture

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

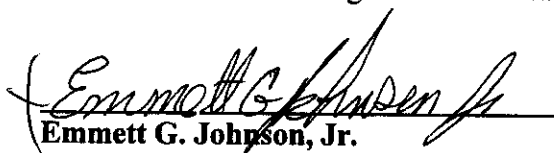
The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforescribed real estate; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT subdivision restrictions, building lines and easements of record in Plat Book 36, Page 29;

and 2005 City of **Olive Branch** and 2005 **DeSoto** County real estate taxes, which the party of the second part hereby assumes and agrees to pay;

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

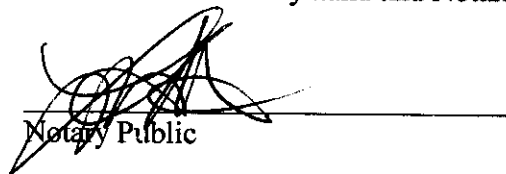
  
Emmett G. Johnson, Jr.

  
Leslie Johnson

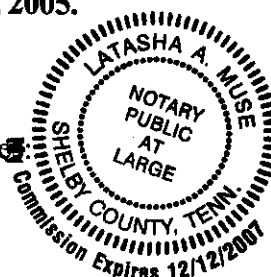
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STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Emmett G. Johnson, Jr. and Leslie Johnson** to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this **20th day of September, 2005**.

  
Notary Public

My Commission expires



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## (FOR RECORDING DATA ONLY)

Property Address:  
6661 Magnolia Estates Drive  
Olive Branch, MS 38654

Property Owner: **1 Grantee**  
Markeyshia Weaver  
6661 Magnolia Estates Drive  
Olive Branch, MS 38654  
PH# 870-572-9558  
PH# 870-816-8704

Ward, Block & Parcel Number:  
1067-35100-00105.00

Mail tax bills to:  
Markeyshia Weaver  
6661 Magnolia Estates Drive  
Olive Branch, MS 38654

Grantor forwarding address:  
Emmett G. Johnson, Jr  
4213 Sidlehill  
Olive Branch, MS. 38654  
662-895-2347

This instrument prepared by and return to:  
The Orange Law Firm, PC  
6750 Poplar Avenue, Suite 419  
Memphis, TN 38138  
901-753-9499

Chicago Title Insurance Company #:2073474  
Orange Law Firm, P.C.#: 0508106

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$126,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this  
the 20th day of September, 2005

Notary Public

My Commission Expires

